

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
)	C.A. No. 04-CV-960-SLR
Plaintiffs,)	
)	
v.)	
)	
MOTOROLA, INC., a Delaware)	
corporation.)	
)	
Defendant.)	

**APPENDIX TO MOTOROLA'S REPLY BRIEF IN SUPPORT
OF ITS MOTION FOR SUMMARY JUDGMENT**

REDACTED

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DATED: July 5, 2006

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CORNELL•CATANA REPORTING SERVICES, 800-170 Laurier Ave. W., Ottawa, ON K1P 5V5
Tel: (613) 231-4664 1-800-893-6272 Fax: (613) 231-4605

Examination No. 06-0288.2

Court File No. CA 04-960-SLR

(District of Delaware)

IN THE UNITED STATES DISTRICT COURT

B E T W E E N:

J-SQUARED TECHNOLOGIES, INC., a Canadian Corporation, and
J-SQUARED TECHNOLOGIES (OREGON) INC., an Oregon Corporation

PLAINTIFFS

- and -

MOTOROLA, INC. A DELAWARE CORPORATION

DEFENDANT

DEPOSITION OF STEVEN BLOMME, pursuant to an appointment
made on consent of the parties to be reported by
Cornell•Catana Reporting Services, on March 21, 2006,
commencing at the hour of 1:34 in the afternoon.

APPEARANCES:

Sean J. Bellow

for the Plaintiffs

Randy Papetti and Emily S. Cates

for the Defendant

This Examination was taken down by sound recording
by Janice West at Ottawa, Ontario, Canada.

1 Robinson and Mark Watts.

2 61. Q. Did you know either Mr. Robinson or Mr. Watts
3 from your time at Motorola?

4 A. I did not know Dennis Robinson. I barely
5 would have known Mark Watts.

6 62. Q. Did you ever have any face-to-face meetings
7 with them?

8 A. Prior to the contract being signed?

9 63. Q. That's what I meant, yes?

10 A. I would say no.

11 64. Q. So, the negotiations would have been done via
12 phone call and e-mails?

13 A. Primarily, yes.

14 65. Q. Do you recall Mr. Watts or Mr. Robinson --
15 well, let me back up a question. Did you negotiate this
16 Agreement at all with Mr. Terry?

17 A. The Pacific North West Agreement?

18 66. Q. Correct?

19 A. No.

20 67. Q. Well, you didn't play any role in negotiating
21 the Motorola and J-Squared Canada ---

22 A. I did not.

23 68. Q. We're coming real close to violating my rule
24 about not talking at the same time?

25 A. Okay.

1 122. Q. Would it have been your practice to recommend
2 that the Agreement be signed if you thought that they
3 were unreasonable?

4 A. No, it would not.

5 123. Q. It would not have been your practice?

6 A. It would not have been my -- sorry.

7 MR. BELLEW: I'm going to put in an objection and
8 maybe we can get the question in a phrase where it's not
9 going to ---

10 BY MR. PAPETTI:

11 124. Q. Would you have recommended to Mr. Gibson that
12 J-Squared go ahead and sign this Agreement if the
13 performance metrics in your mind were unreasonable?

14 A. I would not have recommended it.

15 125. Q. Would it be fair to say that you must have
16 thought that they were reasonable at the time?

17 A. That's correct.

18 126. Q. Even though you don't recall specifically
19 negotiating?

20 A. Yes. I would have looked at them.

21 127. Q. Do you know who, at Motorola, was primarily
22 responsible for coming up with these performance metrics?
23 Did you have an impression at the time?

24 A. My impression would have been that Dennis
25 Robinson would have input into the process but that's

O

1 only an impression.

2 128. Q. What was Dennis Robinson's position at the
3 time?

4 A. He was a Regional Sales Manager.

5 129. Q. Sometimes called a BDM -- is that correct?

6 A. That's correct.

7 130. Q. What does BDM stand for?

8 A. Business Development Manager.

9 131. Q. So he was already working for Motorola in
10 this territory?

11 A. That's correct.

12 132. Q. The same question with respect to the
13 territory revenue -- at the bottom, you had mentioned in
14 your last e-mail that they had snuck in a higher figure
15 than you had seen in a prior draft? Is that fair?

16 A. That's correct.

17 133. Q. Would you have recommended to Mr. Gibson to
18 sign this if you thought that was an unreasonably high
19 figure?

20 A. I would not have -- I would have -- I'm
21 having trouble with that form of question but if the
22 number was unreasonable I would have recommended we
23 didn't.

24 134. Q. Have you ever sat down and tried to figure
25 out, say after the contract got terminated, whether J-

1 practice because, as you can see, there's not a lot of e-
2 mails going back and forth between Dennis and myself
3 about, you know, do we hit this bar, you know, or have we
4 got a design win, right? So it -- in my view this is a
5 pretty flexible process.

6 What's important at the end is that a customer is
7 going to buy enough Motorola product to meet these bars
8 of you know, 100K annual or 250K annual that are in this
9 Agreement.

10 So really that was -- that's the focus that
11 Dennis and I would have had is, is, you know, is this
12 customer potentially going to buy a quarter million
13 dollars worth of product and if it is, he can -- he has
14 his own process for claiming a design win inside his part
15 of the company.

16 198. Q. Right, but under this definition, do you
17 agree it would be provable or do you think it's a matter
18 of opinion as to whether something's a design win or not?

19 A. Under this definition I think -- I think it's
20 really in the hands of the Regional BDM. The BDM's
21 decision as to whether he accepts it as a design win or
22 not.

23 199. Q. Is there times in general practice not only
24 under this contract but under any of your contracts where
25 there's a disagreement whether a commitment is firm

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1 476. Q. Where did you get then the revenue year to
2 date figures for the design wins on here?

3 A. I probably would have looked at Point of Sale
4 Reports.

5 477. Q. So you've got Point of Sale Reports?

6 A. I had access to Point of Sale Reports, yes.

7 478. Q. Access to where?

8 A. Sorry?

9 479. Q. I mean, who had the reports that you were
10 given access to?

11 A. They would have come from the Head Office,
12 from the Main Office -- yes, Julie Blair was copying me
13 for a while but I'm not sure she copied me every time, so
14 I would have ---

15 480. Q. So Julie Blair provided you on a regular
16 basis -- or a roughly regular basis the POS Reports for
17 your territory?

18 A. Correct, correct.

19 481. Q. Do you have any reason to believe that J-
20 Squared (Oregon) was underpaid for any commissions it
21 earned during the time the Agreement was in effect?

22 A. Underpaid for commissions that were due and
23 during the term of the Agreement?

24 482. Q. Correct?

25 A. No, I don't think so.

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Examination No. 06-0288.4

Court File No. CA 04-960-SLR

(District of Delaware)

IN THE UNITED STATES DISTRICT COURT

B E T W E E N:

J-SQUARED TECHNOLOGIES, INC., a Canadian Corporation, and
J-SQUARED TECHNOLOGIES (OREGON) INC., an Oregon Corporation

PLAINTIFFS

- and -

MOTOROLA, INC. A DELAWARE CORPORATION

DEFENDANT

DEPOSITION OF JEFFREY GIBSON, pursuant to an appointment
made on consent of the parties to be reported by
Cornell•Catana Reporting Services, on March 23, 2006,
commencing at the hour of 9:14 in the forenoon.

COURT COPY

APPEARANCES:

Sean J. Bellow

for the Plaintiffs

Randy Papetti and Emily S. Cates

for the Defendant

This Examination was taken down by sound recording
by Janice West at Ottawa, Ontario, Canada.

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152

1 figured out was that it was the result of receiving a
2 New York Shipping Address on the activity from
3 Motorola's Distributor and she apologized for the length
4 of time it took to resolve it?

5 A. Well, we're the ones that actually pointed
6 that out to Motorola. That's what was happening.

7 757. Q. Right and Motorola investigated it and it
8 took awhile to figure out?

9 A. Right.

10 758. Q. When she figured out what happened, she cut
11 J-Squared a cheque? Correct?

12 A. Correct.

13 759. Q. Are you aware of any other accounts covered
14 by the Agreement between J-Squared and Motorola that J-
15 Squared earned a commission on under the Agreement that
16 J-Squared wasn't paid for?

17 A. Am I aware -- no.

18 760. Q. You can't point to any particular account
19 that you believe the commission that J-Squared was paid
20 was less than what J-Squared believes it was owed under
21 the Parties Agreement?

22 A. No.

23 761. Q. Do you have any reason to believe Ms Blair
24 wasn't sincere as to what the confusion was at Motorola
25 as to why they didn't pay this commission properly?

VICTORY**VERBATIM REPORTING SERVICES**

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

RD/sp

J-SQUARED TECHNOLOGIES, INC.,)
a Canadian corporation, and)

J-SQUARED TECHNOLOGIES)
(OREGON) INC., an Oregon)
corporation)

Plaintiffs)

v.)

MOTOROLA, INC., a Delaware)
corporation)

Defendant)

C.A. No. 04-960-SLR

JURY TRIAL DEMANDED

This is the Deposition of WILLIAM PAUL HOLT, taken
at the offices of VICTORY VERBATIM REPORTING SERVICES,
Suite 900, Ernst & Young Tower, Toronto-Dominion Centre,
Toronto, Ontario, on the 8th day of December, 2005.

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W.P. Holt - 120

1 five percent number to say what the total
2 commission would be.

3 Now, that is at a time where we have
4 not signed them, right. So it is the time
5 trying to calculate how much would it cost,
6 so it is 39. So if you are saying the
7 10,000 is a number you don't want to go
8 more than, that is well under the 10,000.

9 So internally, the accounting people
10 are happy because now they are not spending
11 more than what they wanted to spend, and...

12
13 BY MR. FELICE:

14 308. Q. Was it truthful to represent
15 anything other than...was it truthful to represent
16 that the monthly average point of sale revenue was
17 approximately \$78,000 as identified in Exhibit 97,
18 when in fact, the data points for the last three
19 months were less than \$1,000 a month?

20 MS. CATES: Objection to form. I don't
21 think you have established that any
22 representations have been made as to POS
23 data or historical revenue.

24 309. MR. FELICE: Noted.

25 THE DEPONENT: Yes, I don't see what

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W.P. Holt - 121

1 representatives you are talking about.
2 These are all internal planning documents
3 from what I can tell. So an internal
4 planning document...yes, if you look at the
5 point of sales number themselves, you have
6 a few POPs. You have got a POP in March, a
7 POP in January, a POP in June, and then you
8 don't have any Tracan numbers in November
9 and December. I mean, that is what I see.
10

11 BY MR. FELICE:

12 310. Q. You told me that you would have made
13 representations to J-Squared concerning commission
14 payments, correct?

15 MS. CATES: Object to form.

16 311. MR. FELICE: Basis?

17 THE DEPONENT: We would have...

18 MS. CATES: I believe that you are
19 mischaracterizing his testimony. I think
20 he said someone may have given historical
21 data. That is not...

22 312. MR. FELICE: That wasn't my question.
23 What is your basis for your objection to my
24 question?

25 MS. CATES: My objection is that you are

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VICTORY**VERBATIM REPORTING SERVICES**

W.P. Holt - 122

1 unfairly characterizing his previous
2 testimony.

3
4 BY MR. FELICE:

5 313. Q. You can answer the question.

6 A. The question again was?

7 314. Q. Isn't it true that you answered in a
8 prior...to a prior question, that you have made
9 representations to J-Squared about commission
10 payments that would be earned under the agreement?

11 A. I said they would have five percent
12 of sales. That is a percentage.

13 315. Q. Those commission payments would be
14 based on historical numbers. Is that correct?

15 A. No, those commission payments would
16 be based on the year that they were in.

17 316. Q. But the commission payments that you
18 are applying the five percent number to, you were
19 representing based on historical numbers, they could
20 expect a certain amount based on historical numbers?

21 MS. CATES: Object to form.

22 THE DEPONENT: Yes, I think you got this
23 confused. So you have got two things
24 happening. One thing is you have an
25 internal exercise, saying...looking at a

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W.P. Holt - 123

1 2002 number, saying, "Okay, if this
2 business is the same next year, here is
3 what commission we would have to pay this
4 company."

5 Then there is an internal exercise
6 saying, "Okay, there is a \$10,000 budget
7 that I guess Kevin put on, saying, 'Hey, we
8 shouldn't be paying more than 10,000, or
9 else, flag me, this is...you know, that is
10 too much to pay. We should probably be
11 hiring our own people'."

12 So J-Squared would know that they
13 had a five percent commission rate. That
14 would have been on the table. J-Squared
15 would know...probably would know, and I
16 don't know if anybody told them...probably
17 would know about what the territory did
18 annually.

19 Like, I would never have got into a
20 monthly discussion about dollars, and
21 certainly would never, ever represent what
22 a customer is going to do the following
23 year, but I think, you know, a good
24 businessman like J-Squared would be, they
25 probably...they are probably speculating as

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W.P. Holt - 152

1 May, that I was going to be doing this Nortel thing.
2 It wasn't official. It is not official, but, like,
3 Kevin was, you know, whispering in my ear, "You are
4 going to go to do this Nortel thing. Go do that."

5 So at that time, I was doing less and less
6 North American stuff, and this doesn't surprise me
7 that Kevin would have put a hold on all
8 manufacturer's reps, because everything, the whole
9 company, was getting turned upside down and
10 restructuring.

11 385. Q. Do you think it would have been fair
12 or reasonable to let J-Squared (Oregon) know that
13 the company was putting the manufacturer rep
14 agreements on hold before they had executed the
15 agreements?

16 A. Probably not, because I think what
17 is happening here is that, like I said, the context
18 would have been that Wendy was changing everything
19 in the organization, and we wouldn't have assumed
20 that that meant she...that there was going to
21 be...you know, that that whole strategy had changed.

22 I mean, everything changed, right. I mean,
23 the product groups changed. Everybody's jobs
24 changed. People got a new structure. So a lot of
25 things got put on hold.

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W.P. Holt - 155

1 the context is everything was on hold. So you know,
2 we have been through this before, where a lot of
3 things get put on hold, and then as soon as the
4 strategy is set, it kind of continues.

5 So I don't think just because of the fact
6 that it was put on hold at that time that you would
7 have made the assumption that it was going to end.
8 You would have just said, "Hey, everything is on..."
9 The whole company was on hold.

10 People didn't know what their job was going
11 to be. People said...like, this was when Jeanne
12 went from doing channels to going to work for me
13 under this other.

14 The whole place changed. Like, she called
15 it the transformation. So we were getting a bunch
16 of town halls around that time, where Wendy got up
17 in front and said, "We are going to transform this
18 business. Here is the big picture of how this is
19 going to transform," but a lot of people...sorry,
20 can I just take a quick break?

21
22 --- A BRIEF RECESS

23
24 WILLIAM PAUL HOLT, resumed

25 CONTINUED EXAMINATION BY MR. FELICE:

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W.P. Holt - 164

1 were losing money on the J-Squared Canada account?

2 A. No, I think back to Kevin on hold, I
3 didn't recall that, but like I said, everything was
4 being put on hold those days, and we were just
5 trying to get business done.

6 So I wouldn't have correlated that to too
7 much, except that, you know...no, I wouldn't have
8 put those two together.

9 414. Q. So when you looked at the fact that
10 they were spending in excess of \$17,000 a month to
11 develop Motorola products in Canada, and the fact
12 that Wendy Vittori came in and said, "Everything is
13 on hold," you didn't feel it encumbent upon yourself
14 to say, "Wait, guys, don't keep on spending money
15 because we don't know if this is going to continue
16 in the future"?

17 MS. CATES: Object to form.

18
19 BY MR. FELICE:

20 415. Q. Is that true?

21 A. Yes, I really think you are
22 putting...you are trying to put words in my mouth
23 here. I guess that is what you guys do in these
24 cross-examines (sic), but Kevin putting something on
25 hold is not surprising, based on what was going on.

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W.P. Holt - 165

1 Certainly, there was no...you wouldn't
2 logically conclude from that that there was going to
3 be a change in the channel strategy. That is not a
4 logical...like, "Hey, we are going to go change the
5 world because some stuff has been put on hold."

6 Wendy put everything on hold. So you know,
7 we put product development on hold. Did we still
8 continue to develop products after? Did we still
9 try to get products out the door while things were
10 on hold? Did we work around that?

11 Yes, we did all those things because you
12 have got a senior executive saying, "Hey, you know,
13 we are rethinking everything," but you know, the
14 business is the business. It doesn't tend to change
15 that fast, as much as executives think it is.

16 So I think what your question...the answer
17 is no, because I wouldn't have put those two
18 together. I think I was concerned that there wasn't
19 the revenue coming into Canada. I was concerned
20 that a point of sale number is down like that. That
21 would be, from a sales management perspective, be
22 something I would be concerned about.

23 I believe there was actually one big
24 account that did start buying later, that probably
25 had...you know, had done less business than normal,

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, INC.,)
a Canadian corporation, and)
J-SQUARED TECHNOLOGIES)
(OREGON), INC., an Oregon)
corporation,,)

DEC 26 2005

Plaintiffs,)

vs.)

) C..A. No.

) 04-960-SLR

MOTOROLA, INC., a Delaware)
corporation,)

Defendant.)
)
)

DEPOSITION OF JEANNE KOLASA

Phoenix, Arizona
December 7, 2005
9:30 A.M.

REPORTED BY:
JUDI SCHNEIDER
Certified Reporter
Certificate No. 50735

PREPARED FOR:
SEAN J. BELLEW
Attorney at Law

COPY

1 what do you think their reaction would've been had they been
2 notified at some point in November of '03 that Motorola's
3 long term strategy no longer involved reps?

4 MR. TALBOT: Object to form.

5 A. I don't know.

6 Q. Okay. Flashing back to the beginning of your
7 negotiations with C&S and J-Squared Canada. What was
8 Motorola's contemplation at that time as to how long these
9 rep relationships would last?

10 A. I don't know. I know that -- I know that we --
11 that there was a specific corporate driven requirement not
12 to include what we -- what sometimes is known as an
13 evergreen clause. That we have -- that we had a corporate
14 directive to put a situation in place that upon a year's --
15 upon a year into the contract, a mutual agreement to move
16 forward would be required.

17 Q. Okay. We'll get to that. That's G-9 policy, is
18 it?

19 A. No, that's not the G-9 policy.

20 Q. Okay. What's the G-9 policy?

21 A. G-9 policy is a due diligence review of
22 anybody -- any third party we partner with to make sure
23 they're financially viable. That we're not entering into a
24 situation with a company that has legal issues, liability
25 issues, bankruptcy issues, things like that.

1 the existing email that was first drafted by Claude?

2 A. Yes.

3 Q. And you set those off by what you call JK notes?

4 A. Yes.

5 Q. Jeanne Kolasa notes?

6 A. Yes.

7 Q. Okay. At the bottom there it deals with section

8 7.1. And it states, "May be renewed upon written request."

9 A. Right.

10 Q. Right?

11 A. Right.

12 Q. And Claude inquires, he had asked whether the
13 agreement could be automatically renewed unless terminated?

14 A. Right.

15 Q. And this is what you wrote as a note?

16 (I didn't respond to him on this because -- I'm
17 sorry, let me backup.

18 "I didn't respond to him on this one because you
19 told me this was a G-9 requirement. I figure I'll explain
20 this when I send him back the updated document."

21 A. Right.

22 Q. We had discussed the G-9 policy earlier?

23 A. Right.

24 Q. And I had asked you whether or not this evergreen
25 prohibition, this prohibition against evergreen renewals,

1 was a G-9 policy and you had stated no?

2 A. I was mistaken.

3 MR. TALBOT: Object to form.

4 Q. Were you mistaken earlier or is this email
5 inaccurate?

6 A. Honestly, I don't -- I have to assume here that
7 if this is what I wrote, that Sue had advised me somehow.

8 Q. Okay.

9 A. I don't know clearly. I know it's a corporate
10 policy. I don't know clearly where it comes from.

11 Q. Okay. Because we had discussed that?

12 A. Okay.

13 Q. I was just trying to determine exactly where this
14 policy against automatic renewal came from?

15 A. Okay.

16 Q. And you said it was a company policy.

17 A. Right.

18 Q. And I said well, is that the G-9 policy?

19 A. Right.

20 Q. And I think you had said no?

21 A. Right.

22 Q. But it may be actually?

23 A. It may be, yes. It might be.

24 Q. You can take a hold of those and then Mr. Talbot.

25 (Hanging.)

1 A. That states that we would not do an evergreen
2 renewal because our G-9 policy prohibits that from
3 happening.

4 Q. Okay.

5 MR. BELLEW: Counsel, have we been provided a
6 copy with the G-9 policy?

7 MR. TALBOT: Yes.

8 MR. BELLEW: We have? At this point we have?
9 There was a point earlier that we did not have it.

10 MR. TALBOT: Right. And then you sent -- David
11 sent me an email and asked for it and we provided it.

12 MR. BELLEW: Okay. To sort of -- not to go off
13 the record, but -- I don't think it's worthwhile at this
14 point.

15 Have you reviewed it?

16 MR. TALBOT: Not recently.

17 MR. BELLEW: Okay. It may avoid a whole line of
18 questioning. Is that a component part --

19 MR. TALBOT: I don't recall whether this is.
20 Yeah, I just don't remember if it is.

21 MR. BELLEW: Okay.

22 BY MR. BELLEW

23 Q. We've obviously raised an issue in your testimony
24 today as to whether this prohibition against the evergreen
25 is actually contained in the G-9 policy. Based on what

1 you've seen now, have you been able to refresh your

2 recollection? Are you confident that it's in that G-9

3 policy?

4 A. No -- I mean I don't know. I'm confident that

5 that's what the legal team has told me --

6 Q. Okay.

7 A. -- but I've never personally found that -- you

8 know, gone and looked for that clause in the G-9 policy.

9 Q. Okay. Have you seen that document before, we're
10 going to mark that as Exhibit 87.

11 (Whereupon, Bates document MOT001245-46 was
12 marked as Kolasa Exhibit 87 for
13 identification, as of this date.)

14 A. Maybe. I don't specifically remember it, but
15 I've seen the format before.

16 Q. It's actually two pages, I've only given you one.
17 (Hanging.)

18 These appear to be numbers related to the point
19 of sale revenue in J-Squared Canada?

20 A. Right. Estimates, right.

21 Q. No, I don't think these are estimates.

22 A. Yes, this one is an estimate.

23 Q. I'm referring to the second page.

24 A. I'm sorry.

25 Q. They look like they're historical numbers, right?

CORNELL•CATANA REPORTING SERVICES, 800-170 Laurier Ave. W., Ottawa, ON K1P 5V5
Tel: (613) 231-4664 1-800-893-6272 Fax: (613) 231-4605

Examination No. 06-0288.3

Court File No. CA 04-960-SLR

(District of Delaware)

IN THE UNITED STATES DISTRICT COURT

B E T W E E N:

J-SQUARED TECHNOLOGIES, INC., a Canadian Corporation, and

J-SQUARED TECHNOLOGIES (OREGON) INC., an Oregon Corporation

PLAINTIFFS

- and -

MOTOROLA, INC. A DELAWARE CORPORATION

DEFENDANT

DEPOSITION OF CLAUDE LANGLOIS, pursuant to an appointment
made on consent of the parties to be reported by
Cornell•Catana Reporting Services, on March 22, 2006,
commencing at the hour of 9:13 in the forenoon.

APPEARANCES:

COURT COPY

Sean J. Bellow

for the Plaintiffs

Randy Papetti and Emily S. Cates

for the Defendant

This Examination was taken down by sound recording
by Janice West at Ottawa, Ontario, Canada.

1 263. Q. Did J-Squared give thought to not continuing
2 this relationship further with Motorola?

3 A. In the Rep's face, that is an on-going
4 discussion on whether it be Embedded Systems Software or
5 whatever -- how can we better align the current meaning
6 whether the relationship is financially stable or not.
7 That is always something you look at and that is always
8 something the Manufacturers look at with regard to the,
9 you know, can we change our channel or change our
10 strategy and so forth so it's a give and take situation
11 there.

12 264. Q. So, as I understand what you said, both
13 Manufacturers on the one side, and Reps such as J-Squared
14 on the other side are constantly reviewing whether or not
15 their contractual relationships are profitable or need to
16 be adjusted? Correct?

17 A. I wouldn't say constantly. I mean, there is
18 business to be taken care of.

19 265. Q. I want to explore what business to be taken
20 care of is. You're aware that J-Squared was losing money
21 during the life of the Motorola contract? Correct?

22 A. Correct.

23 266. Q. And was unhappy about the fact that it was
24 losing money during the life of that contract?

25 A. I will say that there were certain pressures

1 say.

2 1054. Q. The last document. Exhibit 126 please? This
3 is on that Raytheon issue we mentioned a couple of times.
4 Could you read the e-mail quickly please?

5 A. Okay.

6 1055. Q. This involves that Raytheon issue we were
7 discussing about a perceived underpayment under the
8 contract with Motorola?

9 MR. BELLEW: Objection.

10 THE WITNESS: Correct.

11 BY MR. PAPETTI:

12 1056. Q. And Ms Blair looks into it and says we have
13 finally determined that it was the result of receiving a
14 New York Shipping Address on this activity from our
15 Distributor and apologize for the length of time it has
16 taken to resolve it? Correct?

17 A. That is correct.

18 1057. Q. Okay and then she says, one cheque for \$1,843
19 is coming and then another cheque for 66K should be
20 coming in the next couple of weeks?

21 A. That is correct.

22 1058. Q. Did J-Squared receive those cheques to the
23 best of your knowledge?

24 A. To the best of my knowledge, it did.

25 1059. Q. Then she gives sort of an excuse about what

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1 the problem was here -- that it was the result of
2 receiving a New York Shipping Address on the activity
3 from the Distributor? Do you see that in the first
4 paragraph?

5 A. Yes.

6 1060. Q. Do you have any reason to believe that the
7 excuse she gives is either not accurate or not sincere?

8 A. I don't have any reason to believe that.

9 1061. Q. Are you aware of any other account that ESG -
10 - excuse me, not ESG -- that J-Squared Canada should have
11 been paid on, either more commission than it received
12 during the life of the contract?

13 A. No.

14 1062. Q. You can't name any commission cheque that you
15 should have received or any commission cheque that should
16 have been greater related to any account during the life
17 of the contract?

18 A. Not that I can recall at this time.

19 1063. Q. So as far as you know, Motorola paid what it
20 was supposed to pay under the commission terms of the
21 contract?

22 MR. BELLEW: Objection.

23 MR. PAPETTI: As far as you know?

24 MR. BELLEW: Are we talking about the J-Squared
25 Canada Contract.

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1 contract expired on December 5 according to its terms?

2 Okay?

3 MR. BELLEW: Objection.

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4 BY MR. PAPETTI:

5 1071. Q. Do you have any reason to believe that's not
6 correct -- December 5, 2003?

7 MR. BELLEW: Objection.

O

8 THE WITNESS: Contract. I mean, we conducted
9 business as usual with Motorola up until termination.

10 BY MR. PAPETTI:

11 1072. Q. So what you're referring to is the fact that
12 for another two and a half months or so, J-Squared
13 continued to make sales efforts and so you think that the
14 180 days should run from the date of the Termination
15 Letter? Is that what you're saying?

16 MR. BELLEW: Objection.

O

17 MR. PAPETTI: Is that what you're saying?

18 THE WITNESS: I agree with that.

19 BY MR. PAPETTI:

20 1073. Q. Okay, what I was asking you before was in
21 terms of any account in which you received a commission
22 on, do you have any reason to believe you were shorted
23 commissions -- you being J-Squared on any account that
24 you served?

25 MR. BELLEW: During the time that the contract

1 was in effect? Was that ---

2 MR. PAPETTI: Yes, yes?

3 THE WITNESS: Other than Raytheon which was
4 corrected?

5 BY MR. PAPETTI:

6 1074. Q. Yes, other than Raytheon?

7 A. No.

8 MR. PAPETTI: Unless your Counsel has questions,
9 Mr. Langlois, I don't have any further questions so thank
10 you for coming.

11 MR. BELLEW: I have no questions.

12 MR. COURVILLE: This concludes the Deposition of
13 Claude Langlois. The number of tapes used was two. The
14 original video tapes will be retained by Baseline
15 Communications Incorporated located at 77 Auriga Drive,
16 Ottawa, Ontario, Canada. The time is now 13:37:40 --
17 going off the Record.

18 --- WHEREUPON THE DEPOSITION ADJOURNED AT THE
19 HOUR OF 1:37 IN THE AFTERNOON.

20 THIS IS TO CERTIFY THAT the foregoing is a true
21 and accurate transcription from the Record made by sound
22 recording apparatus to the best of my skill and ability.

23
24
25 Janice West, Court Monitor.

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Examination No. 06-0288.1

Court File No. CA 04-960-SLR
(District of Delaware)

IN THE UNITED STATES DISTRICT COURT

B E T W E E N:

J-SQUARED TECHNOLOGIES, INC., a Canadian Corporation, and
J-SQUARED TECHNOLOGIES (OREGON) INC., an Oregon Corporation

PLAINTIFFS

- and -

MOTOROLA, INC. A DELAWARE CORPORATION

DEFENDANT

DEPOSITION OF MICHAEL NYKOLUK, pursuant to an appointment
made on consent of the parties to be reported by
Cornell•Catana Reporting Services, on March 21, 2006,
commencing at the hour of 8:44 in the forenoon.

APPEARANCES:

Sean J. Bellow

for the Plaintiffs

Randy Papetti and Emily S. Cates

for the Defendant

This Examination was taken down by sound recording
by Janice West at Ottawa, Ontario, Canada.

1 492. Q. But you're not close friends? You haven't
2 known him a long time?

3 A. No, no. If I met him, it would have been in
4 1992 and the next time I saw him to the best of my
5 knowledge is July of 2002, so 10 years.

6 493. Q. What did you understand when you were part
7 of negotiating this contract with Mr. Terry, what his
8 title or role at Motorola was?

9 MR. BELLEW: Objection.

10 THE WITNESS: I don't think we were negotiating
11 the contract with Larry Terry.

12 BY MR. PAPETTI:

13 494. Q. Okay, what were you doing with Larry Terry?

14 A. I think we had -- we were talking to him
15 about possibly representing Motorola in the market.

16 495. Q. Okay, so you were talking to him about
17 possibly representing Motorola in the market and then
18 later J-Squared negotiated a contract with others at
19 Motorola? Is that fair?

20 A. I believe that's the way it went, yes.

21 496. Q. What did you recall about what Mr. Terry's
22 role or title was at Motorola?

23 A. I believe he was the Nortel Key Account
24 Manager and maybe was a Regional Manager. It was kind
25 of a blurry -- I think he was the only sales guy in

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1 on?

2 A. Yes. There was one account and I'm not sure
3 if it was cleaned up but there was one account -- I
4 think it was Rathion.

5 764. Q. There's an issue with Rathion and the
6 parties had discussions about that a couple of years
7 ago?

8 A. That's correct, yes.

9 765. Q. Are you aware of any other discrepancy
10 between what J-Squared believes it earned under the
11 Agreement with Motorola and what J-Squared was paid?

12 A. Yes.

13 766. Q. What else?

14 A. I believe that we earned revenue in a period
15 of time from when our contract was terminated prior to
16 when the renewal should have been put in place.

17 767. Q. You're talking about the two and a half
18 months between December 5 when the contract expired on
19 its terms and the Termination Letter that we've been
20 calling it was received in late February? Is that
21 correct?

22 MR. BELLEW: Objection.

23 MR. PAPETTI: Is that what you're referring to?

24 MR. BELLEW: Objection.

25 THE WITNESS: Yes.

O

O

1 BY MR. PAPETTI:

2 768. Q. Any other discrepancies that you're aware of
3 between what J-Squared believes it earned and what it
4 was paid?

5 A. No.

6 769. Q. No other accounts that you can think of that
7 J-Squared believes it was entitled to be paid on?

8 A. No.

9 770. Q. The same answers with respect to J-Squared
10 (Oregon)?

11 A. Yes, I haven't heard of anything.

12 771. Q. I asked you some questions on whether J-
13 Squared had ever terminated any lines -- product lines
14 that -- because it didn't believe it was profitable to
15 continue representing those lines? Do you remember
16 that?

17 A. Yes.

18 772. Q. Have any manufacturers ever terminated J-
19 Squared or Suppliers ever terminated J-Squared?

20 A. Yes.

21 773. Q. Who?

22 A. Zilog. I believe that's pretty much it.

23 774. Q. So over the years when we've seen -- in some
24 of the documents we're looking at some Product Lines
25 coming and going those are generally because J-Squared

1 Volume: I
2 Pages: 1 - 268
3 Exhibits: 110

4 IN THE UNITED STATES DISTRICT COURT
5 FOR THE DISTRICT OF DELAWARE

6 -----x

7 J-SQUARED TECHNOLOGIES, INC.,
8 a Canadian corporation and

9

10 J-SQUARED TECHNOLOGIES (OREGON)
11 INC., an Oregon corporation,

12 Plaintiffs,

13 v.

14 MOTOROLA, INC., a Delaware corporation,
15 Defendant.

16 -----x

17 VIDEOTAPED DEPOSITION of KEVIN PARSLOW, a
18 witness called for examination by the
19 Plaintiffs, taken pursuant to the Applicable
20 Provisions of the Delaware Rules of Civil
21 Procedure, before Laurie K. Langer, Registered
22 Professional Reporter and Notary Public in and
23 for the Commonwealth of Massachusetts, at the
24 offices of Bingham McCutchen, LLP, 150 Federal

COPY

1 either?

2 A. Well, as you can see I'm not copied on it.

3 Q. We've established that doesn't necessarily mean
4 you didn't get a copy of it, though.

5 A. No, you're right. It doesn't.

6 Q. Okay. Do you recall what your mindset was in
7 April of '03 regarding these contracts?

8 A. No, I don't. I'm just trying to see, place into
9 context with the following one with David
10 Bensted and I'm suspecting, and this is a
11 supposition, okay, that actually I was a little
12 uncomfortable trying to call back in the control
13 mechanism for the contract signing that actually
14 contracts were being generated, put together,
15 issued, between Jeanne, Paul Holt and others.
16 And Sue Hamlett without me and other senior
17 managers having signed off on them. Because
18 each contract has a certain level of commitment
19 from Motorola in it. And I would think if I'm
20 recalling correctly I was unhappy that the
21 approval process, the sign off of contracts was
22 not vigorous enough at the time.

23 Q. Do you recall whether there were any performance
24 issues that you had come to learn of at this

1 point?

2 A. No. No. This, I believe, from trying to recall
3 it, was related to the approvals and sign off of
4 contracts, and at the time I was trying to
5 tighten up on all of the contract signatories
6 and how these were issued with approval sheets.
7 So this is not related just to the manufacturer
8 reps, I was doing the same thing with our direct
9 OEM contracts and stuff as well.

10 Q. Okay, you had said that the rep, the rep idea
11 was your idea?

12 A. Well, it was my idea. If I did I didn't mean to
13 imply it was just my great idea; but I had
14 experience in the past and believed it was a
15 productive way of growing business.

16 Q. Was this a concept that you had raised as a
17 possibility within Motorola?

18 A. Well, as you know they already had some rep
19 agreements in place, so it was not my great
20 idea, but I did look to expand the coverage that
21 we had that way and had done in previous
22 companies.

23 Q. Well, whose vision was this? Whose idea was it
24 then?

1 A. Which?

2 Q. To engage manufacturers reps.

3 A. I don't know. Because it's prior to me doing
4 North America. So I don't know.

5 Q. What was your vision for this rep relationship
6 as of January '03?

7 A. Well, I can't, I can't recall exactly what my
8 thought process in January of '03, but my
9 thought process generally has been and continues
10 to be that manufacturer reps are a valuable
11 adjunct to the efforts of a direct selling team
12 and I had that as I came into the organization
13 and I had it as I left the organization.

14 Q. Did you communicate that at any point to the
15 reps themselves?

16 A. I don't know. Well, the values of the
17 organizations?

18 Q. (Nods in the affirmative.)

19 A. I don't know. I can't recall.

20 Q. Do you recall a, maybe a speech or a
21 presentation that you gave to the reps in Boston
22 sometime in September of '03 on that?

23 A. No. When I read some through some of the
24 material related to this I kept seeing this

 **COPY**

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, :
INC., a Canadian Corp., and : No. 04-960-SLR
J-SQUARED TECHNOLOGIES :
(OREGON) INC., an Oregon : JURY TRIAL DEMANDED
Corp., :

Plaintiffs, :

vs. :

MOTOROLA, INC., a Delaware :
Corp., :

Defendant. :

March 16, 2006

Video deposition of LARRY B. TERRY,
held at COZEN O'CONNOR, P.C., 1201 North Market
Street, Suite 1400, Wilmington, Delaware
19801, on the above date, commencing at 11:00
a.m., before Gwen D. Davenport, Registered
Professional Reporter, Notary Public.

LOVE COURT REPORTING, INC.
1500 Market Street
12th Floor, East Tower
Philadelphia, Pennsylvania 19102
(215) 568-5599

Larry B. Terry

1 A Which meeting to be exact?

2 Q She says she's going up to Toronto for a
3 meeting with this rep firm on Wednesday. So, that
4 would have been Wednesday, October 9, 2002.

5 A I can't recall exactly. It is possible.
6 Toronto is not exactly close to Ottawa, so ...

7 Q It's not exactly close?

8 A Yeah. It's not exactly close. It's five
9 hours away.

10 Q By car?

11 A Yeah.

12 Q You could have flown there; right?

13 A Well -- I could have. So, I can't recall. It
14 is possible I was there. I don't know.

15 Q Okay. Were you ever in a meeting with Jeanne
16 Kolassa with representatives of J-Squared (Canada)?

17 A I can't recall specifically. That -- there is
18 a possibility that that was -- that that did happen.

19 Q And at this point, in October of '02, you were
20 still an integral part of what was being discussed
21 between J-Squared and Motorola; correct?

22 A I was still involved. I'm not sure if I was a
23 an integral part.

24 Q Okay. When then did you -- when did your

Larry B. Terry

1 participation diminish?

2 A Pretty much as Jeanne became involved with the
3 agreement. After I had sent out the initial
4 agreement, and Claude started reviewing the agreement
5 and started providing that feedback, it was in that
6 transition for working through that contract to stay
7 with Jeanne.

8 Q Can I get you to look at Exhibit 79?

9 A 79. It's an E-Mail from Jeanne.

10 Q It is. And it has an attachment to it. This
11 is an E-Mail that's -- it seemed like -- well, it
12 would be two days after that Wednesday meeting. So,
13 this would appear to be Friday, October 11, 2002.

14 A Is there anything in the text following that
15 E-Mail that you wanted me to focus on?

16 Q I just first wanted to get you to confirm that
17 this appears to be two days after that meeting.

18 A Okay. That appears to be consistent.

19 Q And then Jeanne sent in an E-Mail to you, Ed
20 Kaser and Sue Hamlet Dean?

21 A Yeah.

22 Q And she's -- she's taking some notes on,
23 obviously, her discussions with J-Squared; is that
24 accurate?

Larry B. Terry

1 A There's nothing in that response that
2 indicates that there's any confusion as to what a
3 business plan is.

4 Q Okay. And in order to come up with an answer
5 to a -- to this question, or a response to this
6 statement, "Admit that Larry Terry made
7 representations to potential manufacturer
8 representatives concerning the expected duration of
9 the manufacturer representative business plan", they
10 would have to discuss it with Larry Terry?

11 A Yes. And I believe the answer was "Denied."
12 I did not make any representations to a manufacturer
13 representative business plan.

14 Q Now, what is -- what is your understanding of
15 what the manufacturer's representative business plan
16 is then?

17 A A business plan would indicate to me some
18 formal document that says, This is my business plan.
19 And did I set expectations according to that? The
20 answer is no.

21 Q Did you have any conversations regarding
22 anybody at -- at J-Squared regarding your expectation
23 of the duration of the manufacturer's rep agreement?

24 MS. CATES: Object to form.

Larry B. Terry

1 THE WITNESS: No.

2 BY MR. BELLEW:

3 Q How would you characterize the representations
4 that you put on the record earlier today, what did
5 they speak to?

6 A They spoke to discussions, they spoke to hope
7 and intention of what we would do as a relationship.
8 Not an agreement.

9 Q Okay. Did you make any representations prior
10 to the execution of the agreement regarding your
11 expectation of the duration of that agreement?

12 MS. CATES: Object to form.

13 THE WITNESS: No. Agreement as in?

14 BY MR. BELLEW:

15 Q Okay. Did you make any statements prior to
16 the execution of the agreement as to how long it would
17 take to rebuild the Canadian business?

18 A No.

19 Q Do you recall your testimony of earlier today
20 when you said that you were specific in your
21 statements that this was "our long-term plan", do you
22 remember that statement?

23 A Our long-term plan. I remember that
24 statement.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
)	
Plaintiffs,)	
v.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

**APPENDIX PAGES C-39 THROUGH C-44 TO
MOTOROLA'S REPLY BRIEF IN SUPPORT
OF ITS MOTION FOR SUMMARY JUDGMENT**

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YOUNG CONAWAY STARGATT & TAYLOR, LLP

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OF COUNSEL:
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Lewis and Roca LLP
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Phoenix, Arizona 85004
Telephone: (602) 262-5311
Attorneys for Defendant

DATED: July 5, 2006

JAN.31'2006 17:04 302 295 2013

COZEN O'CONNOR

#7369 P.003/006

J-Squared Technologies, Inc., *et al.* v. Motorola, Inc.
C.A. No. 04-960-SLR

PRIVILEGE LOG

Bates No.	Date	Description	Privilege	Status
J2 1579 - 1596	Unknown	Draft manufacturer representative agreement between Motorola Computer Group and J-Squared Technologies with handwritten notes of J-Squared employees following consultation with its attorneys.	Attorney-client	Withheld
J2 1597	Unknown	Handwritten notes of J-Squared employees concerning proposed changes to MRA following consultation with its attorneys.	Attorney-client	Withheld
J2 1102	February 9, 2005	Email from Jeff Gibson to Steve Bloome regarding litigation timeline and process.	Work product	Withheld
J2 1103 - 1105	June 13, 2005	Email from Steve Bloome to Jeff Gibson, cc Clode Langlios regarding JSO Exhibit 4 analysis.	Work product	Withheld
J2 1106	June 15, 2005	Email from Steve Bloome to Jeff Gibson regarding final email from Dennis Robinson prior to Motorola's termination of the MRAs.	Work product	Withheld
J2 1110 - 1111	June 15, 2005	Email from Steve Bloome to Jeff Gibson regarding April 2 nd email from Dennis Robinson still asking for help from its manufacturers' representatives.	Work product	Withheld

Dated: January 25, 2006

WTL\41133405\1 00005.0001.000153771.000

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
)	
Plaintiffs,)	
v.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

**APPENDIX PAGES C-46 THROUGH C-51 TO
MOTOROLA'S REPLY BRIEF IN SUPPORT
OF ITS MOTION FOR SUMMARY JUDGMENT**

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YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Telephone: (602) 262-5311
Attorneys for Defendant

DATED: July 5, 2006

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, INC.,
a Canadian corporation, and

J-SQUARED TECHNOLOGIES (OREGON) INC.,
an Oregon corporation,

Plaintiffs,

v.

MOTOROLA, INC.,
a Delaware corporation

Defendant.

C.A. No. 04-960-SLR

JURY TRIAL DEMANDED

**PLAINTIFF J-SQUARED TECHNOLOGIES (OREGON), INC.'S
RESPONSES TO DEFENDANT'S FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION**

Pursuant to Federal Civil Rules 26, 33 and 34, Plaintiff J-Squared Technologies (Oregon), Inc. ("Plaintiff"), by its undersigned counsel, hereby responds to Defendant Motorola, Inc.'s ("Defendant") First Set of Interrogatories and Requests for Production as follows:

GENERAL OBJECTIONS

1. Plaintiff objects to the overall number of interrogatories propounded, including subparts, as exceeding the 25 permitted under the Federal Rules and the Court's scheduling order. In the spirit of cooperation, Plaintiff will respond to all interrogatories set forth in this, Defendant's First Set of Interrogatories. Plaintiff does not, however, waive the right to object to the service of any additional interrogatories.

2. Plaintiff objects to Defendant's First Set of Interrogatories and Requests for Production (collectively, the "Discovery Requests") to the extent that the interrogatories contained therein seek information or documents that are protected by any privilege, including but not limited to the attorney work-product or attorney-client privileges. The inadvertent

13. Identify and describe with specificity the total number of committed accounts/programs (as that term is used in Exhibit 4 to the Agreement) that JSO brought o Motorola beginning May 15, 2003 and all facts and documents that support your answer, including but not limited to the name of the customer or customers, the program or project that the customer was developing, the Motorola product that the customer purchased, the quarter in which the committed account/program was acquired, the efforts that JSO made to secure each committed account/program, and all other facts and documents that support your answer.

RESPONSE: Plaintiff objects to this interrogatory to the extent this information is equally accessible to Defendant. Notwithstanding this objection, as of the termination of Agreement, Plaintiff brought a total of five (5) committed accounts/programs to Motorola. These included: (i) Boeing FCS; (ii) Boeing F22 Simulator; (iii) Boeing F22 Instrumentation; (iv) Boeing AWACS-Data 1; (v) Boeing AWACS-Data 2. In the days and weeks following termination, Plaintiff brought an additional three (3) committed accounts/programs to Motorola. The total number of committed accounts was eight (8).

Motorola did not have a basis at the time of termination (even if valid) to terminate based on failure to achieve the specified threshold of committed accounts/programs. *See* MOTJ01617-22; MCG015712-16; MCG015588-93. Motorola's purported basis for termination on this ground was willful, wanton, fraudulent and intended to deprive JSO of its rights under the Agreement.

14. Identify and describe with specificity the total number of design wins (as that term is used in Exhibit 4 to the Agreement) that JSO brought to Motorola beginning May 15, 2003 and all facts and documents that support your answer, including but not limited to the name of the customer or customers, whether the customer was a military/aerospace entity, a description of the product that the customer was building, a description of the Motorola product that the customer purchased for inclusion in its product, whether the customer wanted a Motorola board product or system product, the customer's annual revenue forecast, how the customer evidence its intent to purchase Motorola products, the total dollar amount purchased by the customer at the date of termination of the Agreement, the quarter in which the design win was acquired, the efforts JSO made to secure each design win, and all other facts and documents that support your answer.

RESPONSE: Plaintiff objects to this interrogatory to the extent this information is equally accessible to Defendant. Notwithstanding this objection, as of the termination of Agreement, Plaintiff brought a total of four (4) design wins to Motorola. The design wins included: (i) Boeing AWACS-Data 1; (ii) Boeing AWACS-Data 2; (iii) Boeing F22-Simulator; and (iv) 888 LocalDial.

Motorola did not have a basis at the time of termination (even if valid) to terminate based on failure to achieve the specified threshold of design wins. *See* MOTJ01617-22; MCG015712-16; MCG015588-93. Motorola's purported basis for termination on this ground was willful, wanton, fraudulent and intended to deprive JSO of its rights under the Agreement.

15. Identify (as defined in Instruction D) the JSO sales representative or representatives that sold products for Motorola and fully explain the sales representatives' responsibilities with regard to Motorola, whether the sales representative also sold products for other companies, and what percentage of the sales representative's time was spent selling Motorola products.

RESPONSE: Steve Blomme (80%), John Mitchell (70%), David Roth (20%) and Ken Sullivan (20%) worked to solicit customers, design product solutions and service demand fulfillment responsibilities under the Agreement, amongst other responsibilities. The approximate percentage of each individual's professional time spent on Motorola product lines is noted parenthetically. Messrs. Blomme, Roth and Sullivan are current employees of JSO and may be contacted through counsel. Mr. Mitchell resigned his position with JSO to continue his career elsewhere. Counsel will facilitate any communications with Mr. Mitchell that are necessary.

16. Identify (as defined in Instruction D) all JSO employees that had a duty or responsibility in connection with meeting JSO's obligations under the Agreement and describe each such employee's job title and job duties during the time the Agreement was in effect. If the employee no longer works for JSO, indicate date of termination.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
)	
Plaintiffs,)	
v.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

CERTIFICATE OF SERVICE

I, William W. Bowser, Esquire, hereby certify that on the 5th of July 2006,
I electronically filed a true and correct copy of the foregoing **Redacted Appendix to
Motorola's Reply Brief in Support of its Motion for Summary Judgment**, with the
Clerk of the Court using CM/ECF, which will send notification that such filing is
available for viewing and downloading to the following counsel of record:

David Allan Felice
Sean J. Bellew
Cozen O'Connor
Chase Manhattan Centre, 1201 North Market, Suite 1400
Wilmington, DE 19801

I further certify that on this 5th day of July 2006, I mailed by United States
Postal Service a copy of above-mentioned document to the following non-registered
participant:

Kevin F. Berry
Cozen O'Connor
1900 Market Street
Philadelphia, PA 19103
YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ William W. Bowser

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